

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**[ COMMERCIAL DIVISION ]**

**COMMERCIAL ARBITRATION APPLICATION NO.417 OF 2026**

|                                       |               |
|---------------------------------------|---------------|
| R.D. Traders                          | .. Applicant  |
| Vs.                                   |               |
| Shree Sant Krupa Silk Mills Pvt. Ltd. | .. Respondent |

Mr. Piyush Raheja with Mr. Feroze Patel and Ms. Hemali Dhande, Advocates,  
i/by R.V.J. Associates, for the Applicant.

None for the Respondent.

**CORAM : GAUTAM A. ANKHAD, J.**

**DATE : 21<sup>st</sup> October, 2026.**

**P.C. :**

1. This Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of a sole Arbitrator in relation to the disputes that have arisen under 17 Invoices raised by the Applicant for supply of Coal. The arbitration agreement is recorded on the Invoices at Clause No.6, which reads as “*Disputes, if any, subject to provisions of Arbitration and Conciliation Act, 2015 as amended to date*”. The Invoices also contain a jurisdiction clause stating “*SUBJECT TO MUMBAI JURISDICTION*”.

2. Mr. Raheja, learned counsel for the Applicant, submits that the goods have been delivered and the Delivery Challans corresponding to 17 Invoices

are at pages 86 to 115 of the paper-book. On 28<sup>th</sup> January, 2025, the Applicant by its e-mail issued a demand notice for payment of unpaid interest under 17 Invoices. The Respondent replied to the said e-mail on 31<sup>st</sup> January, 2025 disputing the payment as demanded. In view thereof, the Applicant has invoked arbitration on 19<sup>th</sup> February, 2025. The arbitration notice has been delivered on the Respondent by e-mail on 19<sup>th</sup> February, 2025 at its usual e-mail address. An attempt was also made to serve by way of post, which has been returned with the remark “refused”. Mr. Raheja submits that there is no dispute as to the existence of the arbitration agreement and a sole Arbitrator ought to be appointed in relation to the disputes that have arisen in relation to the unpaid interest on the Invoices.

3. Mr. Raheja also refers to the affidavit-of-service dated 28<sup>th</sup> July, 2026, which has been e-filed in this Court to prove service of this Application on the Respondent. Mr. Raheja submits that the Respondent has been informed of today’s hearing and tenders e-mail dated 17<sup>th</sup> October, 2026 which informs the Respondent of today’s hearing. Mr. Raheja also tenders a printout of the Company’s information from the website of the Ministry of Corporate Affairs which confirms the e-mail address of the Respondent as “*shreeshantkrupa17[at]gmail[dot]com*”. The e-mail dated 17<sup>th</sup> October, 2026

and the printout taken from the website of the Ministry of Corporation Affairs are taken on record and marked as 'X' and 'X-1' respectively.

4. No one appears for the Respondent despite service of the Application as well as notice of today's hearing. The Applicant has invoked arbitration by its notice dated 19<sup>th</sup> February, 2025 under the 17 Invoices, which notice has been received by the Respondent. At this stage, this Court is only required to examine whether an arbitration agreement exists between the parties and whether the arbitration is validly invoked.

5. I am satisfied that there exists an arbitration agreement in each of the Invoices and that the same has been validly invoked on 19<sup>th</sup> February, 2025. A perusal of the reply dated 31<sup>st</sup> January, 2025 to the demand notice of the Applicant indicates that there is no dispute as regards the Invoices or the existence of the arbitration clause. The dispute, if any, pertains to settlement of claims. These are all matters of merit which can be considered by the learned Arbitrator. Hence, this **Commercial Arbitration Application No.417 of 2026** is **allowed** in terms of the following order:-

[A]. Mr. Vyom Shah, learned Advocate of this Court is hereby  
appointed as the sole Arbitrator to adjudicate upon the

disputes and differences between the parties arising out of and in connection with the 17 Invoices referred to above in a single arbitration by passing a single Award for all 17 Invoices. The contact details of Mr. Vyom Shah, the sole Arbitrator, are as under:

*Office Address : 116-117, Sir Vithaldas Chambers,  
16, Mumbai Samahar Marg,  
Fort, Mumbai – 400 001.*

*Mobile Number : 98330 62923*

*E-mail ID : vyomdshah@gmail.com*

[B]. A copy of this order will be communicated to the learned Arbitrator by the Advocate for the Applicant within a period of one week from the date on which this order is uploaded on the website of this Court. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this order;

[C]. The learned Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocate for the Applicant

so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Arbitration Application and a copy of the same shall be furnished by the Advocate for the Applicant to the Respondent;

[D]. The parties shall appear before the learned Arbitrator on such date either on V.C. mode or at such place as indicated to obtain appropriate directions with regard to conduct of the arbitration including fixing schedule for pleadings, examination of witnesses, schedule of hearings etc.

[E]. The fees of the learned Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.

[F]. All issues, claims and counterclaims are kept open to be agitated before the Tribunal.

[G]. The arbitration shall be held at Mumbai.

**[ GAUTAM A. ANKHAD, J. ]**